Bengaluru East City Corporation

REQUEST FOR PROPOSAL

Hiring, Operation and Maintenance using latest Mechanical Road Sweeping Machines with section of capacity not less then 5 cubic meter and required no of tipper trucks including manpower, fuel, maintenance and all consumables, for sweeping length of 200 km of roads within Bengaluru East City Corporation limits on per-kilometre payment basis(Package -1)

Executive Engineer,

TEC Division Zone 1,

Bengaluru East City Corporation,

Bellanduru Main road,Bellanduru

Bengaluru -560 103

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BENGALURU EAST CITY CORPORATION

Excecutive Engineer, TEC din Zone 1, Bengaluru East City Corporation
Bellanduru Main Road, Bellanduru, Bengaluru -560103

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No. BECC/EE/TEC/TN/03/2025-26 Date: 31/01/2026

SECTION I: INVITATION FOR TENDER (IFT)
(Through GOK KPPP only)

The Executive Engineer, TEC, Bengaluru East City Corporation (BECC), on behalf of the Commissioner, invites online tenders from eligible and experienced private operators for Hiring, Operation and Maintenance of Using Latest Mechanical Road Sweeping Machines on Per-Kilometre Basis for sweeping of identified roads within the jurisdiction of Bengaluru East City Corporation.

The tender shall be processed through the Karnataka Public Procurement Portal (KPPP) (https://kppp.karnataka.gov.in). Tenderers are advised to carefully study the minimum eligibility, technical specifications, evaluation methodology and contractual conditions prescribed in this tender document before submitting their bids.

SL No	Description	Duration	EMD Amount in Rs.
1	Hiring, Operation and Maintenance using latest Mechanical Road Sweeping Machines with section of capacity not less then 5 cubic meter and required no of tipper trucks including manpower, fuel, maintenance and all consumables, for sweeping length of 200 km of roads within Bengaluru East City Corporation limits on per-	7 years	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.35,00,000/- by e-Bank Guarantee/ Bank Guarantee /FDR issued by Nationalized/ Scheduled Bank

	kilometre payment basis(Package -1)		
2	Hiring, Operation and Maintenance using latest Mechanical Road Sweeping Machines with section of capacity not less then 5 cubic meter and required no of tipper trucks including manpower, fuel, maintenance and all consumables, for sweeping length of 200 km of roads within Bengaluru East City Corporation limits on per-kilometre payment basis(Package -2)	7years	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.35,00,000/- by e-Bank Guarantee/ Bank Guarantee /FDR issued by Nationalized/ Scheduled Bank

Calendar of Events:

1. Last date to upload pre-bid queries: 16.02.2026 upto 11.30 AM. in KPP Portal.
2. Pre bid meeting: 16.02.2026 at 3.00PM at the office of **CE, ZONE-1, BECC, OLD Madras road, KR.Puram, Benagluru-560036**.
3. Last date for submission of the bids: 28.02.2026 upto 4.00PM.
4. Date of opening of technical bid on: 1.03.2026 at 4.30 PM.

NOTE:

1. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
2. Any corrigendum/addendum will be published in the KPP portal only.

Sd/-
Executive Engineer

TEC Division, Zone 1
Bengaluru East City
Corporation

Copy Submitted to:

1. The Commissioner, BECC for kind information
2. Additional Commissioner (Development), BECC for kind information.
3. Additional Commissioner (Revenue), BECC for kind information
4. CAO/ DCF for kind information.
5. All Executive Engineers of BECC with request to publish the same in the display/noticeboards.
6. Assistant Revenue Officer (Advertisement) for information.
7. Accounts Superintendent / Cashier for information.
8. Public Relation Officer, BECC with a request to take need full action to publish the same in any two leading daily newspapers (in Kannada and English),
9. Notice Board.
10. Office Copy.

Executive Engineer

TEC Division Zone 1
Bengaluru East City
Corporation

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1.1 Introduction

The **Bengaluru East City Corporation** proposes to engage a **private operator** for the **Hiring, Operation and Maintenance of using Minimum 5 number of latest Mechanical Road Sweeping Machines along with associated Number of tipper trucks**, for mechanised sweeping of roads within its jurisdiction, with the objective of reducing road dust, improving cleanliness, and ensuring effective collection and disposal of sweepings.

Tenders are invited from **eligible and experienced bidders located in India** who have provencapability in operating, maintaining, and managing using latest mechanical road sweeping machines and supporting logistics, using their own equipment, manpower, and resources.

This tender is strictly a service contract. It does not involve procurement or purchase of sweeping machines or tipper trucks by the Corporation. Ownership of all equipment shall remain with the successful bidder throughout the contract period.

The scope of work includes complete operation, maintenance, manpower deployment, fuel, consumables, logistics, supervision, monitoring, and disposal of sweepings, in accordance with the terms and conditions of this Request for Proposal (RFP).

1.2 Scope of Tender:

The scope of this tender shall include, but not be limited to, the following:

1.2.1 Hiring, operation, and maintenance of **Using not less than 5 numbers of Latest mechanical road sweeping machines** having a **minimum effective dust collection capacity of not less than 5.00 m³**, conforming to the technical specifications prescribed in this RFP.

1.2.2 Deployment and operation of**Using Latest mechanical road sweeping machinesandRequired numbers oftipper trucks** (minimum 14 m³ capacity each), in accordance with the specifications and operational requirements set out in this RFP.

1.2.3 Each **Using Latest** sweeper machine shall be operated to achieve a **minimum sweeping distance of 40 km per machine per day**, sweeping Central median &Kerb side on either side, for approximately **320 working days per year**, covering an estimated

200 km **sweeping length ofroads** within the limits of Bengaluru East City Corporation.

1.2.4 Roads and routes to be swept shall be **pre-defined and may be modified by the Corporation from time to time** based on operational requirements. The bidder shall comply with such directions without any additional financial implications.

1.2.5 All sweepers shall be fitted with **GPS-based tracking systems** to enable real-time monitoring of routes, distance covered, and operating hours, and shall comply with the monitoring and reporting requirements specified in this RFP.

1.2.6 Sweepings collected shall be **transported exclusively through the deployedRequired numbers of tipper trucks** and **disposed of and only at designated dumping yardsnotified by the Corporation**. Daily **acknowledgement from the designated dump yard**confirming the quantity of Waste/Silt/Dust disposed shall be mandatorily submitted along with the bills.

1.2.7 Sweeping machines should operate only for 8 hours from **10 pm to 6 am**, in a manner that ensures minimum disturbance to traffic and public movement.

1.2.8 The **tipper trucks shall operate only during night hours**, between **10 pm and 7 am**, in a manner that ensures **minimum disturbance to traffic and public movement**, and shall not dump Waste/Silt/Dustat any location other than authorised dump yards.

1.2.9 The contract shall be for a **total period of 7 years**, subject to **annual performance review and inspection by the Corporation**. Continuation of the contract beyond 7 years for another year shall be **conditional upon satisfactory performance**, as assessed against prescribed KPIs.Total Contract period shall not exceed 10 years.

1.2.10 The technical specifications prescribed in this RFP represent **minimum requirements**. The bidder may deploy equipment with superior specifications; however, **no additional payment** shall be admissible for such enhancements.

1.2.11 The successful bidder shall ensure **uninterrupted service**, including timely repair, maintenance, and replacement of machines in the event of breakdowns, **at no additional cost to the Corporation**.

1.2.12 The Contractor shall deploy, at a **minimum, 1 driver,1 cleaner, and 1 footpath cleanerfor each sweeping machine and each tipper truck,** and for the operation of sweeping machines shall

additionally deploy 1 full-time Project Manager and 1 full-time Supervisor for overall coordination and day-to-day supervision.

2. Cost of Tender

2.1 The tenders shall be accompanied by Tender processing fee for the specified amount mentioned in the KPP portal. The bidder can pay the Tender processing fee in the KPP portal using any of the following payment modes.

- Credit card
- Direct debit
- National Electronic Fund Transfer (NEFT)
- Over the counter (OTC)

2.2 For details, registration and e-payment visit the Karnataka Public Procurement Portal Website https://kppp.karnataka.gov.in

B. The Tender Documents

3. Contents of Tender Documents

3.1 The services required, tendering procedures, evaluation methodology, and contract terms for the **Hiring, Operation and Maintenance of Using minimum 5 number of Latest Mechanical Road Sweeping Machines along with associated tipper trucks** are prescribed in this tender document

3.2 This tender is being invited for **deployment, operation, and maintenance of Using Latest mechanical road sweeping machines (Minimum 5 numbers) and tipper trucks** for sweeping approximately **200 km of sweeping length of roads** within the limits of Bengaluru East City Corporation. **Payment shall be made strictly on a per-kilometre basis**, subject to achievement of prescribed performance standards and verification mechanisms

3.3 Bidders shall quote year-wise per-kilometrePathrate(inclusive of all applicable Taxes) for each of the seven (7) contract years in Annexure-C.The per-kilometre rate (inclusive of all applicable Taxes) quoted for each contract year shall be firm and fixed for that respective year.No escalation, price adjustment, indexation or revision shall be admissible on any account.

3.4 In addition to the Invitation for Tender (IFT), the tender documents shall consist of the following parts, all of which shall be read together and construed as an integral part of the tender:

a) Instructions to Tenderers (ITT)

b) General Conditions of Contract (GCC)

c) Special Conditions of Contract (SCC)

d) Schedule of Requirements

e) Minimum Technical Specifications of **Using Latest** mechanical road sweeping machines

f) Qualification criteria

g) Tender form

h) Bank guarantee

i) Contract form

j) Performance security form

k) Annexures

3.5 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may write a queries and upload in the KPP portal and also communicate the O/o office of the EE, TEC Division, Zone-1,BECC,Bellanduru Main Road, Bellanduru-560103. Authority will respond in KPP portal to any request for clarification of the tender documents which it receives no later than prior to the deadline for submission of Prebid queries prescribed by the Authority in IFT.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, BECC may modify the tender documents by issuing addendum.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated through KPP portal only and will be binding on them.

5.3 To give prospective Tenderer reasonable time in which to take an addendum into account in preparing their tenders, the BECC at its discretion, may extend the deadline for the submission of tenders…

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Authority, shall be written in English language. Supporting documents and printed literature

furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Tender document and process

7.1 Eligibility and Evaluation Structure

The tender shall be evaluated through the following sequential stages:

1. Eligibility Evaluation
2. Technical Evaluation
3. Financial Evaluation

Only those bidders who satisfy all eligibility criteria shall be considered for technical evaluation.

Only those bidders who **secure the minimum qualifying technical score** shall be considered for financial evaluation.

7.1.1 Minimum Eligibility Criteria

The bidder shall meet all of the following minimum eligibility requirements. Failure to satisfy any one of the criteria shall result in outright rejection of the bid, without further evaluation.

(a) Experience Criteria

1. The bidder shall have a minimum of 3 years' experience during the last five 5 financial years in operation of mechanised road sweeping, executed for Government Departments, Urban Local Bodies (ULBs), PSUs, or Statutory Authorities.

2. The bidder shall have operated and maintained at least 3 mechanical road sweeping machines (or similar mechanised sweeping equipment) under one or more contracts. *(Refer Annexure A–1)*

(b) Financial Capacity Criteria

1. The bidder shall have achieved a **minimum average annual turnover of ₹5.10 Crores** in **any 2 of the last 3 financial years**, from operations related to mechanised sweeping services.

2. The bidder shall have a **minimum net worth of ₹1.53Crores** as on the end of the immediately preceding financial year.

   Audited financial statements and a Net Worth Certificate issued by a Chartered Accountant shall be submitted in support. *(Refer Annexure A–2)*

(c) Legal, Statutory and Conflict of Interest Compliance

1. The bidder shall be legally registered in India.
2. The bidder shall not have been blacklisted by any Government / PSU / ULB during the last 5 years.
3. The bidder shall not be associated, nor have been associated in the past, directly or indirectly, with any firm or its affiliates that have been engaged by the Bengaluru East City Corporation for preparation of the design, specifications, or bidding documents for this tender, so as to avoid any conflict of interest.
4. **Joint Ventures / Consortiums are permitted**. In such cases:
   - All members shall be jointly and severally liable for performance of the contract; and
   - A formal JV/Consortium Agreement clearly defining roles and responsibilities shall be submitted.
   - Experience of a JV / Consortium member can be claimed only if they have more than 26% shareholding in the JV and will need to continue holding the same for the entire duration of the tender

   (Refer Annexure A–3 and A-4)

7.2 TECHNICAL EVALUATION

The Technical Proposals of bidders qualifying the Eligibility Criteria shall be evaluated for a **maximum of 100 marks**.

The **minimum qualifying technical score shall be 80 marks out of 100**.

Only bidders scoring **80 marks or more** shall be considered for Financial Evaluation

#	Evaluation Criterion	Description / Sub-Criteria	Marks
1	Relevant Experience in Mechanised Road Sweeping (Refer	Experience of the bidder in operation and maintenance of Using Latest mechanical road sweeping machines or similar mechanised sweeping equipment for Government / ULB / PSU projects during the last 10 years	20
		• Experience of operating 5-7 machines – 5 marks	

#	Evaluation Criterion	Description / Sub-Criteria	Marks
	annexure B1)	• Experience of operating 8-10 machines – 10 marks	
		• Experience of operating 11-15 machines – 15 marks	
		• Experience of operating more than 15 machines – 20 marks	
2	Field Trial / Demonstration Performance (Refer annexure B2)	Performance during mandatory 5-day field trial on roads identified by the Authority, conducted at bidder's cost	45
		• Quality of road cleanliness achieved (visual & physical verification) – 20 marks	
		• Effectiveness of dust and waste collection (actual collection, hopper utilisation) – 10 marks	
		• Compliance with dumping protocol (designated dump yards, acknowledgements, weighing records) – 5 marks	
		• Compliance with GPS-based tracking, real-time monitoring, and accurate data collection/reporting systems– 5marks	
		• Noise levels, safety, and manoeuvrability in live traffic conditions – 5 marks	
3	Team Composition and Manpower Deployment (Refer annexure B3)	Adequacy, qualification, and experience of personnel proposed for execution of the contract	15
		Project Manager (10 marks):	
		• Less than 3 years' relevant experience – 4 marks	
		• 3–5 years' relevant experience – 7 marks	
		• More than 5 years' relevant experience – 10 marks	
		Supervisory Staff (5 marks):	
		• Less than 1 year relevant experience – 2 marks	
		• 1–3 years relevant experience – 3 marks	
		• More than 3 years relevant experience – 5 marks	
4	Approach, Methodology and O&M Plan (Refer annexure B4)	Understanding and practicality of proposed approach for operation, maintenance, monitoring, and compliance	20
		• Daily operations plan (route planning, both-side sweeping, shift management) – 5 marks	
		• Maintenance & breakdown management plan (preventive & corrective) – 5 marks	
		• GPS-based monitoring, reporting, and verification mechanism – 5 marks	

#	Evaluation Criterion	Description / Sub-Criteria	Marks
		• Waste handling, weighing, transport, and dump yard compliance mechanism – 5 marks	
		Total	100

Minimum Technical Qualification

- Bidders scoring **less than 80 marks** shall be **disqualified**.
- Only bidders scoring **80 marks or more** shall proceed to **Financial Evaluation**

7.3 FINANCIAL BID

Only bidders who secure **80 marks or more** in technical evaluation shall be considered for financial evaluation.

1. The bidder shall quote a **rate per kilometre path/sweeping length (₹_____/km), inclusive of all applicable** Taxes, for execution of the complete scope of work.

2. The quoted rate shall be **inclusive of all costs**, including hiring, operation, maintenance, manpower, fuel, consumables, GPS systems, tipping, disposal, compliance, penalties risk, and all other obligations under this RFP.

3. The applicable per-kilometre rate shall strictly be the rate quoted for the respective contract year in Annexure-C. The rate for each contract year is firm, fixed and final for that year, with no escalation, adjustment, indexation, revision or variation permitted under any circumstances.

4. Payment shall be made strictly on the basis of verified kilometres actually swept, and performance subject to achievement of KPIs and compliance with verificationmechanisms. In this regard agency to submit daily reports of sweeping the roadsalongwith GPS Photos and Videos. The same shall be uploaded in google spread sheet and corporations authorized persons shall verify the same frequently and bring to the notice of agency if the performance is not as perrequirements.

Thebidder quoting the lowest per-kilometre path rate among technicallyqualified bidders shall be considered for award of contract.(Refer Annexure C – Financial Bid Format)

8. GENERAL CONDITIONS

i. Financial bids of bidders who do not qualify in the eligibility stage and technical evaluation stage (including the mandatory field trial) shall not be opened.

ii. Conditional bids, bids proposing alternative escalation mechanisms, or bids deviating from the prescribed financial format or per-kilometre pricing structure shall be treated as non-responsive and rejected.

iii. Joint Ventures / Consortiums are permitted, subject to compliance with the eligibility conditions and submission of the prescribed Joint Venture / Consortium Agreement and undertakings. All members of the JV/Consortium shall be jointly and severally liable for performance of the contract.

iv. The tender submitted by the bidder shall comprise the following components, submitted in accordance with the provisions ofClause 7.1 of this RFP:

a) Documents establishing compliance with **minimum eligibility requirements**, including experience, financial capacity, legal compliance, and conflict of interest declarations *(Annexure A)*

b) **Technical Proposal**, including experience details, team composition, manpower deployment, approach, methodology, and O&M plan*(Annexure B)*

c) **Financial Bid**, quoting a single **per-kilometerrate (Inclusive of all applicable** Taxes**)**in the prescribed format*(Annexure C)*

d) **Earnest Money Deposit (EMD)** and other mandatory documents, declarations, undertakings, contract forms, and performance security documents as required under this RFP.

v. Failure to submit any of the above components**,** or submission of incomplete**,** incorrect**,** or misleading information**,** shall render the tender liable for rejection

9. TENDER FORM

The Tenderer shall complete the Tender Form furnished in the tender documents, confirming:

- Compliance with eligibility and technical requirements
- Acceptance of the scope of work for Hiring, Operation and Maintenance of **Using Latest** mechanical road sweeping machines and 3-4 tipper trucks
- Acceptance of the minimum performance requirement of 40 km per machine per day

- Acceptance of the per-kilometre payment mechanism as per year wise quote andno escalation.

No financial information shall be included in the Tender Form submitted under technical evaluation.

10. TENDER PRICES

10.1 Financial Bid

The Tenderer shall submit the **Financial Bid** by quoting a **single rate per kilometer path, inclusive of all applicable** Taxes, for execution of the complete scope of work under this RFP.

The quoted per-kilometre rate shall cover, inter alia, the following:

- Hiring, operation, and maintenance of **Using not less than 5 numbers of Latest mechanical road sweeping machines**, fully compliant with the technical specifications prescribed in this RFP;
- Deployment and operation of the machines for sweeping a **minimum of 40 km per machine per day**, for approximately **320 working days per year**, covering approximately **200km sweeping length of roads** under the jurisdiction of Bengaluru East City Corporation;
- Deployment and operation Required number **of tippertrucks**(minimum **14 m³ capacity each**) for collection and transportation of sweepings to designated dump yards;
- Execution of the scope of work for a **contract period of 7 years**, subject to **annual inspection and renewal based on satisfactory performance**, as provided in this RFP.
- The Financial Bid shall be evaluated on **L1 basis**, i.e., based ontotal Estimated Amount for the entire 7-year contract period, as derived from the year-wise per-kilometre rates quoted, among those technically qualified, shall be considered for award of contract.

10.2 Cost Inclusions

The quoted per-kilometre rate shall be **inclusive of all costs**, including but not limited to:

- Manpower deployment, supervision, and administrative overheads;
- Fuel, lubricants, consumables, spare parts, and tyres;
- Preventive and corrective maintenance of all equipment;
- Insurance, statutory permits, registrations, and regulatory compliances;

- GPS devices, cameras, monitoring systems, and reporting mechanisms;
- Collection, transportation, weighing, and disposal of sweepings at designated dump yards; and
- Any other incidental expenses required for complete and compliant service delivery.

No separate claim on any account whatsoever shall be entertained.

10.3 Escalation

The applicable per-kilometre rate for each contract year shall be the rate quoted for that respective year in Annexure-C.

The rate quoted for each contract year shall be firm, fixed and final for that year, and no escalation, price adjustment, indexation, revision or variation of any kind shall be permitted under any circumstances.

10.4 Payment Basis

Payment shall be made strictly on the basis of verified kilometres actually swept, subject to achievement of prescribed Key Performance Indicators (KPIs), verification through GPS data, field inspection, and compliance with waste disposal and reporting requirements.

10.5 Cost Break-up

Any break-up of cost components sought by the Authority shall be solely for the purpose of evaluation, verification, and audit, and shall not limit the Authority's right to contract on the quoted per-kilometre rate.

11. TENDER CURRENCY

11.1 All prices shall be quoted in Indian Rupees (INR) only.

12. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish documents establishing its eligibility and qualifications in accordance with the minimum eligibility conditions and evaluation criteria specified under Clause 7.1.1.

12.2 The documentary evidence shall establish to the satisfaction of the authority that the Tenderer:

a) Has the financial, technical and operational capability to perform the contract;

b) Meets the experience, turnover and other requirements specified in Section 7.1.1;

c) Owns or has assured access to the proposed **Using Latest** mechanical sweeping machines (which complies with the minimum technical specifications mentioned in the RFP) and tipper trucks for the duration of the contract.

13. DOCUMENTS ESTABLISHING TECHNICAL CONFORMITY

13.1 The Tenderer shall furnish, as part of the Technical Proposal (Annexure B), complete documentary evidence demonstrating experience, conformity of the proposed equipment, manpower, and operational methodology with the Minimum Technical Specifications, Scope of Work, and performance requirements prescribed in this RFP.

The Technical Proposal shall be sufficiently detailed to enable the Authority to evaluate the bid strictly in accordance with the Technical Evaluation Criteria specified under Clause 7.2.

13.2 Contents of Technical Proposal

Without limitation, the Tenderer shall submit the following documents and information as part of Annexure B:

(a) Experience and Past Performance Details

- Details of relevant mechanised road sweeping contracts executed during the last 7 years (Annexure B1)

(b) Field Trial Readiness

- A written undertaking confirming the Tenderer’s willingness to deploy the proposed sweeping machines for a mandatory 5-day field trial, at its own cost, on roads identified by the Authority;
- Confirmation that the machines offered for field trial shall be the same make and model proposed for deployment under the contract. (Annexure B2)

(c) Team Composition and Manpower Deployment

- Details of the proposed Project Manager, Supervisors (Annexure B3)
  - Roles and responsibilities,
  - Years of relevant experience,
- Copies of qualification certificates and experience records of key personnel proposed for the assignment.

(d) Approach, Methodology and O&M Plan (Annexure B4)

- Detailedoperational methodology**,** including:
  - Daily sweeping plan and route management;

- Both-side sweeping methodology;
- Shift planning and machine utilisation;

• **Operation and Maintenance (O&M) plan**, covering preventive and corrective maintenance, breakdown response, and replacement strategy;

• **Monitoring and reporting framework,** including GPS-based tracking, daily logs, distance verification, and reporting formats;

• **Waste handling and disposal plan,** including daily weighing, transportation through tipper trucks, and disposal at designated dump yards with acknowledgements.

13.3 Technical Specifications Interpretation

References to standards, makes, models, or technical parameters in the Minimum Technical Specifications (Section VI) are intended to indicate minimum acceptable requirements only.

Machines or systems with superior specifications may be offered, provided the Tenderer demonstrates substantial equivalence or better performance, without any additional financial implication to the Authority.

14. Earnest money deposit

14.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements. This earnest money deposit shall be in Indian Rupees and payment to be made as mentioned in KPP portal.

14.2 The earnest money deposit is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.7.

14.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

a) At the tenderer’s option, be in the form as mentioned in the KPP portal;

b) Be substantially in accordance with one of the forms of earnest money deposit included in Section VIII or other form approved by the Authority prior to tender submission;

c) Be payable promptly upon written demand by the Authority in case any of the conditions listed in ITT Clause 14.7 are invoked;

d) Be submitted in its original form; copies will not be accepted; and

e) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 15.2.

14.4 Any tender not secured in accordance with ITT Clauses 14.1 and 14.3 above will be rejected by the Authority as non-responsive, pursuant to ITT Clause 23.

14.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Authority, pursuant to ITT Clause 15.

14.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 31, and furnishing the performance security, pursuant to ITB Clause 32.

14.7 The tender security may be forfeited:

a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 23.2; or

b) In case of a successful Tenderer, if the Tenderer fails:

i. To sign the Contract in accordance with ITT Clause 31; or

ii. To furnish performance security in accordance with ITT Clause 32.

15. Period of Validity of Tenders

15.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by BECC, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the BECC as non-responsive.

15.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 14 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and signing of Tender

16.1 The Tenderer shall prepare the documents comprising in Clause 9 of theseInstructions*to Tenderers*, and upload to the website through E-Portal only.

16.2 The Tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

16.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the BECC, or as necessary to correct

errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

17. Sealing and Marking.

The tenderer shall submit the duly filled tender through KPP portal only.

18. Deadline for submission of the Tenders

18.1 Tenders uploaded must be received by the BECC in KPP portal before the time and date as specified in portal.

18.2 The BECC may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the BECC and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

19. Late Tenders

Any Tender by the BECC after the deadline prescribed in Clause 18 will not be accepted/opened.

20. Modification and Withdrawal of Tenders

20.1 No Tender may be modified after the deadline for submission of Tenders.

20.2 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 14.7.

E. Tender opening and evaluation

21. Opening of tenders by the Authority

21.1 The Authority BECC will open the tenders through KPP portal.

21.2 The submission of qualification information and such other information as the BECC may consider appropriate will be announced by the BECC at the opening. No Tender shall be rejected at Tender opening. Except for the late tender.

21.3 BECC shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 21.3.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the BECC may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns. The request for clarification and the

response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

22.2 Any effort by the Tenderer to influence BECC in the BECC's Tender evaluation, comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Preliminary Examination.

23.1 The Authority will examine the tender to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether tenders are generally in order.

23.2 Arithmetical errors will be rectified on the following basis. If there is discrepancy between words and figures, the lowest of the two will prevail. If the bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

23.3 The authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tender.

23.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Force Majeure (GCC Clause 18), Limitation of liability (GCC Clause 22), Applicable law (GCC Clause 24), and Taxes & Duties (GCC Clause 26) will be deemed to be a material deviation. The Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

23.5 If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the Tenderer by correction of the non-conformity

23.6 The Bengaluru East City Corporation (BECC) shall evaluate and compare only those tenders which have been determined to be substantially responsive in accordance with ITT Clause 23 and which satisfy the eligibility conditions, technical requirements, and field trial requirements specified in the tender documents.

Evaluation shall be carried out strictly in accordance with the System defined under Clause 7, and at no stage shall the Financial Bid of a bidder

be opened unless the bidder has successfully qualified in the preceding stages.

23.7 The evaluation process shall be carried out in the following sequential manner:

Stage–I: Verification of minimum eligibility conditions

Stage–II: Technical Evaluation

Stage–III: Financial Bid Evaluation

Failure at any stage shall result in rejection of the bid and the bidder shall not be considered for subsequent stages.

23.8 TECHNICAL EVALUATION

The Technical Proposals of bidders qualifying the Eligibility Criteria shall be evaluated for a **maximum of 100 marks**.

The **minimum qualifying technical score shall be 80 marks out of 100**.

Only bidders scoring **80 marks or more** shall be considered for Financial Evaluation

#	Evaluation Criterion	Description / Sub-Criteria	Marks
1	**Relevant Experience in Mechanised Road Sweeping (Refer annexure B1)**	Experience of the bidder in **operation and maintenance of Using Latestmechanical road sweeping machines or similar mechanised sweeping equipment** for Government / ULB / PSU projects during the last 7 years	**20**
		• Experience of operating **5-7 machines** – **5 marks**	
		• Experience of operating **8-10 machines** – **10 marks**	
		• Experience of operating **11-15 machines** – **15 marks**	
		• Experience of operating **more than 15 machines** – **20 marks**	
2	**Field Trial / Demonstration Performance (Refer annexure B2)**	Performance during **mandatory 5-day field trial** on roads identified by the Authority, conducted at bidder's cost	**45**
		• Quality of road cleanliness achieved (visual & physical verification) – **20 marks**	
		• Effectiveness of dust and waste collection (actual collection, hopper utilisation) – **10 marks**	

#	Evaluation Criterion	Description / Sub-Criteria	Marks
		• Compliance with dumping protocol (designated dumpyards, acknowledgements, weighing records) – **5 marks**	
		• Compliance with GPS-based tracking, real-time monitoring, and accurate data collection/reporting systems**– 5marks**	
		• Noise levels, safety, and manoeuvrability in live traffic conditions – **5 marks**	
3	**Team Composition and Manpower Deployment (Refer annexure B3)**	Adequacy, qualification, and experience of personnel proposed for execution of the contract	**15**
		Project Manager (10 marks):	
		• Less than 3 years' relevant experience – **4 marks**	
		• 3–5 years' relevant experience – **7 marks**	
		• More than 5 years' relevant experience – **10 marks**	
		Supervisory Staff (5 marks):	
		• Less than 1 year relevant experience – **2 marks**	
		• 1–3 years relevant experience – **3 marks**	
		• More than 3 years relevant experience – **5 marks**	
4	**Approach, Methodology and O&M Plan (Refer annexure B4)**	Understanding and practicality of proposed approach for operation, maintenance, monitoring, and compliance	**20**
		• Daily operations plan (route planning, both-side sweeping, shift management) – **5 marks**	
		• Maintenance & breakdown management plan (preventive & corrective) – **5 marks**	
		• GPS-based monitoring, reporting, and verification mechanism – **5 marks**	
		• Waste handling, weighing, transport, and dumpyard compliance mechanism – **5 marks**	
		Total	**100**

Minimum Technical Qualification

- Bidders scoring **less than 80 marks** shall be **disqualified**.
- Only bidders scoring **80 marks or more** shall proceed to **Financial Evaluation**

23.9 FINANCIAL BID

Only bidders who secure **80 marks or more** in technical evaluation shall be considered for financial evaluation.

1. The bidder shall quote a **rate per kilometre path/sweeping length (₹_____/km), inclusive of all applicable** Taxes, for execution of the complete scope of work.

2. The quoted rate shall be **inclusive of all costs**, including hiring, operation, maintenance, manpower, fuel, consumables, GPS systems, tipping, disposal, compliance, penalties risk, and all other obligations under this RFP.

3. The applicable per-kilometre rate shall strictly be the rate quoted for the respective contract year in Annexure-C. The rate for each contract year is firm, fixed and final for that year, with no escalation, adjustment, indexation, revision or variation permitted under any circumstances.

4. Payment shall be made strictly on the basis of verified kilometres actually swept, and performance subject to achievement of KPIs and compliance with verification mechanisms. In this regard agency to submit daily reports of sweeping the roads along with GPS Photos and Videos. The same shall be uploaded in google spread sheet and corporations authorized persons shall verify the same frequently and bring to the notice of agency if the performance is not as per requirements.

The bidder quoting the **lowest per-kilometre rate** among technically qualified bidders shall be considered for award of contract. *(Refer Annexure C – Financial Bid Format)*

24. ABNORMALLY LOW OR UNBALANCED BIDS

If the bid of the successful bidder is found to be abnormally low or unbalanced in comparison to the Authority's estimate, the Authority may require the bidder to submit a detailed cost justification to demonstrate the internal consistency and viability of the quoted bid.

If the justification is found unsatisfactory, the Authority reserves the right to reject the bid or seek enhanced performance security, in order to safeguard against the risk of non-performance.

The Authority reserves the right to accept or reject any tender, or annul the tendering process, in accordance with the provisions of the tender documents, without incurring any liability to the bidders.

25. Contacting the Authority

25.1 No Tenderer shall contact the Authority on any matter relating to its tender, from the time of the tender opening to the time the Contract is

awarded. If the tenderer wishes to bring additional information to the notice of the authority, it should do so in writing.

25.2 Any effort by a Tenderer to influence the Authority in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

26. Post qualification

26.1 In the absence of prequalification, the Authority will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 7.2and is qualified to perform the contract satisfactorily.

26.2 The determination will consider the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 12, as well as such other information as the Authority deems necessary and appropriate.

26.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

27. Award Criteria

27.1 The Authority will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

28. Authority's right to vary scope at Time of Award

28.1 The Authority reserves the right, at the time of award of the Contract, to increase or decrease the scope of services specified in the Schedule of Requirements by up to twenty-five percent (±25%), including variation in:

- Total sweeping length (kilometres),
- Number of Latest mechanical sweeping machines to be deployed, and/or
- Area or routes to be covered, without any change in the quoted per-kilometre rate and the financial terms forming the basis of the Total Bid Amount, as evaluated under Clause 23.

29. Authority's Right to Accept Any Tender and to Reject Any or All Tenders

29.1 The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.Notification of Award

29.2 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.3 The notification of award will constitute the formation of the Contract.

29.4 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 32, the Authority will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 14.

29.5 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it’s request to the Authority. TheAuthority will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Authority notifies the successful tenderer that its tender has been accepted, the Authority will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Authority.

31. Performance Security

The successful bidder shall furnish Performance Security equivalent to five percent (5%) of the annual Contract Value for the respective contract year, in the form of an irrevocable Bank Guarantee issued by a Nationalised or Scheduled Bank. The Performance Security for the first contract year shall be submitted at the time of signing of the Contract and shall be valid for a period of sixty (60) days beyond the expiry of the first contract year. For each subsequent contract year, the Performance Security shall be revised based on the Contract Value for that respective year and shall be submitted at least thirty (30) days prior to the expiry of the Performance Security of the preceding year. This process shall be followed for all subsequent years of the contract,

subject to continuation of the contract based on satisfactory performance.

31.1 Within 21 days of the receipt of notification of award from the Authority, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Authority.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Authority may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Contractors/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) Defines for the purposes of this provision, the terms set forth as follows:

   i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

   ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

a) **"The Contract"** means the agreement entered into between the **Authority** and the **Contractor**, as recorded in the Contract Form signed by the parties, including all attachments, schedules, appendices and documents incorporated by reference.

b) **"Contract Price' means the total evaluated amount derived from the year-wise per-kilometre rates quoted by the Contractor in Annexure-C for the contract period, in accordance with the payment and pricing provisions of the Contract..**

c) **"Services"** means the complete scope of **hiring, operation and maintenance of Using minimum 5 numbers of Latest mechanical road sweeping machines and associated number of tipper trucks**, including deployment of machines, manpower, fuel, consumables, repairs, maintenance, monitoring, compliance with statutory requirements and all incidental activities necessary for delivery of the services.

d) **"Equipment"** means the Latest mechanical road sweeping machines deployed by the Contractor for performance of the services. Ownership of equipment shall remain with the Contractor.

e) **"GCC"** means the General Conditions of Contract contained in this Section.

f) **"SCC"** means the Special Conditions of Contract.

g) **"The Authority"** means **Bengaluru East City Corporation**, as named in the SCC.

h) **"The Contractor"** means the individual or firm engaged to provide the services under this Contract.

i) **"The Government"** means the Government of Karnataka.

j) **"The Project Area"** means the roads and areas within the jurisdiction of the Authority where services are to be performed.

k) **"Day"** means calendar day.

2. APPLICATION

2.1 These General Conditions shall apply to the extent they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The services performed and the equipment deployed under this Contract shall conform to the minimum technical specifications, performance

standards, safety norms and statutory requirements specified in the tender documents.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The contractor shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The contractor shall not, without the Authority's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Authority and shall be returned (in all copies) to the Authority on completion of the contractor’s performance under the Contract if so required by the Authority.

4.4 The contractor shall permit the Government to inspect the contractor’s accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the Government, if so required by the Government.

5. INTELLECTUAL PROPERTY & PATENT RIGHTS

5.1 The Contractor shall indemnify the Authority against all third-party claims of infringement of patent, trademark or intellectual property rights arising out of the use of equipment, software, monitoring systems or processes deployed for performance of the services.

6. INSPECTION, MONITORING AND PERFORMANCE VERIFICATION

6.1 The Authority or its authorised representative shall have the right to inspect, monitor and verify the performance of services, including inspection of equipment, review of GPS data, camera footage, logs and field performance.

6.2 Failure to meet prescribed performance standards may attract penalties or other actions as specified in the Contract.

7. SERVICE QUALITY AND DEFECT RECTIFICATION

7.1 The Contractor shall ensure that all services are delivered in accordance with the Contract and that equipment remains operational, safe and compliant throughout the contract period.

7.2 Any defect, non-adherence to KPI metrics, breakdown or service deficiency shall be rectified within the timelines specified in the SCC, failing which penalties shall apply.

8. PAYMENT

8.1 The method and conditions of payment shall be as specified in the SCC.

8.2 Payments shall be made based on **verified kilometres swept**, subject to performance certification and compliance with contractual conditions.

9. PRICES

9.1 The **Per-kilometre rate** quoted for each contract year shall be firm, fixed and final for that year, with no escalation, subject to satisfactory performance.

10. CHANGE IN SCOPE

10.1 The Authority may vary the scope of services in accordance with ITT Clause **28 (Variation of Scope)** without altering the financial structure of the Contract.

11. CONTRACT AMENDMENTS

11.1 Subject to GCC Clause 11, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. ASSIGNMENT

12.1 The contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Authority's prior written consent.

13. SUBCONTRACTS

13.1 The contractor shall notify the Authority in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the contractor from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies, operation and maintenance work.

13.2 Subcontracts must comply with the provisions of GCC Clause 2.

14. DELAYS IN THE CONTRACTOR'S PERFORMANCE

14.1 Delivery of performance of the Services shall be made by the contractor in accordance with the time schedule specified by the Authority in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the contractor or its sub-contractor(s) should encounter conditions impeding timely

performance of Services, the contractor shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s).As soon as practicable after receipt of the contractor's notice, the Authority shall evaluate the situation and may, at its discretion, extend the contractor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

14.3 A delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon without the application of liquidated damages.

15. LIQUIDATED DAMAGES

15.1 Liquidated damages shall apply for failure to meet service performance standards, non-deployment of machines, or delay in rectification, as specified in the SCC, subject to a maximum of **10% of the annual payment.**

16. TERMINATION FOR DEFAULT

16.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part:

a) if the contractor fails to perform any of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Authority; or

b) if the contractor fails to perform any other obligation(s) under the Contract.

c) If the contractor, in the judgement of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

16.2 In the event the Authority terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Authority may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the contractor shall be liable to the Authority for any excess costs for such similar Services. However, the contractor shall continue the performance of the Contract to the extent not terminated.

17. Force Majeure

17.1 Notwithstanding the provisions of GCC Clauses 15, 16, 17, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the contractor shall promptly notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination for Insolvency

18.1 The Authority may at any time terminate the Contract by giving written notice to the contractor, if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

19. Termination for Convenience

19.1 The Authority, by written notice sent to the contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of the contractor under the Contract is terminated, and the date upon which such termination becomes effective.

20. Settlement of Disputes

20.1 The Authority and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Authority or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.

20.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

20.3 Notwithstanding any reference to arbitration herein,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) The Authority shall pay the contractor any money due to the Contractor.

21. LIMITATION OF LIABILITY

21.1 The aggregate liability of the Contractor shall not exceed the **annual payment made to the contractor**, except in cases of fraud, willful misconduct or statutory violations.

22. Governing Language

22.1 The contract shall be written in English language. Subject to GCC Clause 24, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

23. Applicable Law

23.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

24. Notices

24.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.

24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. TAXES AND DUTIES

25.1 The Contractor shall be responsible for all taxes, duties, levies, insurance, permits, vehicle registration, RTO expenses and statutory compliances required for performance of the services.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). In the event of any conflict between the GCC and the SCC, the provisions of the SCC shall prevail. The corresponding clause numbers of the GCC are indicated in parentheses.

1. Definitions (GCC Clause 1)

a) The Authority shall mean the Commissioner, Bengaluru East City Corporation (BECC), acting through authorised officers.

b) The Contractor shall mean the successful bidder engaged for Hiring, Operation and Maintenance of **Using Latest** mechanical road sweeping machines under this Contract.

2. Inspection and Tests (GCC Clause 7)

The following inspection and monitoring mechanisms shall apply:

a) The Authority or its authorised representatives shall have the right to inspect and monitor the performance of services at any time, including inspection of machines, manpower deployment and on-ground operations.

b) **Third-party inspection / audit**, if required, shall be carried out by an agency appointed by the Authority. The Contractor shall extend full cooperation and provide all required access, data and assistance.

c) Performance verification shall be carried out through:

GPS data and route logs

Camera footage and system reports

Physical field inspection by authorised officers

d) Failure to meet prescribed performance standards shall attract penalties as specified in the Contract.

3. Incidental Services (GCC Clause 8)

a) All services incidental to effective delivery of the scope of work, including deployment, operation, supervision, routine maintenance and breakdown rectification, shall be provided by the Contractor and shall be deemed included in the Total Bid Amount.

b) The Contractor shall provide necessary training to machine operators, supervisors and maintenance personnel deployed for the services.

c) No separate payment shall be made for incidental services or training

***4.* Payment(GCCClause9)**

a) Payment shall be made **strictly on per-kilometre basis**, for kilometres actually swept and verified through GPS data, camera footage and field certification by the Authority.

b) The Contractor shall submit monthly invoices supported by:

Verified kilometre statements

System-generated reports

Certification by the designated Authority officer

c) Payments shall be released within **60 days** of submission of complete and correct invoices, subject to deductions on account of penalties, if any.

d) The applicable per-kilometre rate shall be the rate quoted for the respective contract year in Annexure-C. The rate quoted for each contract year shall be firm, fixed and final for that year, and no escalation, price adjustment, indexation, revision or variation of any kind shall be permitted..

e) No advance payment, mobilisation advance or Letter of Credit (LC) shall be applicable under this Contract.

Notes

i. All payments shall be made in Indian Rupees (INR).

ii. The Contractor shall not be entitled to any payment other than those expressly provided under this Contract.

iii. Any claim inconsistent with the per-kilometre payment mechanism shall be rejected

5. Key Performance Indicators (KPIs) Linked to Payment

Payment for any billing period shall be released **only if the Contractor meets the minimum KPIs** specified below.

Failure to meet any KPI shall result in **proportionate deduction of payment for the affected machine(s)** for the relevant billing period, as determined by the Authority.

Key Performance Indicators:

#	KPI	Measurement & Verification	Minimum Performance Requirement	Deduction for Non-Compliance
1	**Daily Sweeping Distance**	GPS-verified kilometres per machine per day	Minimum **90% of 40 km/day per machine**, averaged monthly	**5% deduction** of payment for actual kilometres covered by the non-compliant machine
2	**Annual**	GPS data	Minimum **90% of (40**	**10% deduction** of

#	KPI	Measurement & Verification	Minimum Performance Requirement	Deduction for Non-Compliance
	Sweeping Coverage	aggregated over the year	**km × 320 days)** per machine	annual payable amount for the affected machine
3	**Both-Side Sweeping Compliance**	Field inspection and camera footage	**100% compliance**	**5% deduction** of payment for the affected machine for each verified instance
4	**Waste Collection & Disposal Compliance**	Dump yard acknowledgement with daily weight records	Minimum **90% of working days with valid dumpyard acknowledgement**	**10% deduction** of payment for the affected machine
5	**GPS & Monitoring System Uptime**	System logs	Minimum **95% uptime**	**5% deduction** of payment for the affected machine
6	**Operating Hours Compliance**	GPS time-stamped logs	Operation **only between 10:00 PM and 6:00 AM for sweeping machines and between 10:00 PM and 7:00 AM for tipper truck**	**5% deduction** of payment for the affected machine or affiliated tipper truck

General Provisions

1. KPI compliance shall be assessed **machine-wise** and **billing-period-wise**, based on verified data.
2. Multiple KPI violations for the same machine during a billing period may attract **cumulative deductions**, subject to a maximum deduction of **40% of the payable amount for that machine** for the period.
3. Persistent non-compliance with KPIs for **two consecutive months** may trigger **additional penalties, suspension of payment, or initiation of termination proceedings**, as per Contract provisions.

6. Penalty Schedule for Non-Performance

In addition to payment deductions, the following penalties shall be imposed for specific violations. Penalties shall be **recoverable from bills**.

#	Nature of Violation	Penalty
1	Dumping of sweepings at unauthorised locations	₹1,000 per incident per machine
2	Failure to produce dumpyard acknowledgement	₹500 per machine per day

3	Operating sweeping machines or tipper trucks outside permitted hours (Sweeping machine – 10:00 PM to 6:00 AM, Tipper truck - 10:00 PM – 7:00 AM)	₹2,000 per incident
4	GPS / monitoring system non-functional	₹1,000 per machine per day
5	Repeated public complaints regarding improper sweeping or dust nuisance (validated)	₹1,000 per substantiated complaint
6	Non-deployment of machine without prior approval	₹5,000 per machine per day
7	Persistent failure to meet KPIs for two consecutive months	Withholding of payment and initiation of termination proceedings

Imposition of penalties shall be **without prejudice** to the Authority's right to terminate the contract or invoke other remedies under the Contract.

SECTION V. SCHEDULE OF REQUIREMENTS

SPECIFICINSTRUCTIONS :-

1. The Contract is for Hiring, Operation and Maintenance of **Using Minimum 5 Numbers of Latest** Mechanical Road Sweeping Machines (vacuum / combination type) along with Required tipper trucks, for mechanised sweeping of roads within the limits of Bengaluru East City Corporation (BECC).
2. The Tenderer shall furnish, as part of his tender, earnest money deposit of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.35,00,000/- by e-Bank Guarantee/ Bank Guarantee /FDR issued by Nationalized/ Scheduled Bank. This earnest money deposit shall be in Indian Rupees and payment to be made as mentioned in KPP portal
3. Each Latest mechanical road sweeping machine shall have a **minimum effective dust collection capacity of not less than 5.00 m³** and shall conform to the **Minimum Technical Specifications** prescribed in this RFP (Section VI).
4. The Contractor shall deploy and operate:

   Using Minimum 5 numbers of Latest mechanical road sweeping machines; and

   Required number of tipper trucks, each having a **minimum carrying capacity of 14 cubic metres**,in accordance with the operational and technical requirements needed to ensure minimum downtime for sweeping machines.
5. Each Latest sweeper machine shall be operated to achieve a **minimum sweeping distance of 40 km per machine per day**, sweeping **both sides of the road**, for approximately **320 working days per year**, covering an estimated **200 km sweeping length of roads** under BECC jurisdiction.
6. **Sweeping machines** shall operate only during night hours, for a maximum duration of 8 hours per day between **10:00 PM and 6:00 AM**, in a manner that ensures minimum disturbance to traffic and public movement.
7. **Tipper trucks shall operate only during night hours**, between **10:00 PM and 7:00 AM**, and shall be deployed exclusively for transportation of sweepings collected by the sweeping machines.
8. Roads and routes to be swept shall be **pre-defined by the Authority** and may be **modified from time to time** based on operational requirements. The Contractor shall comply with such directions **without any additional financial implication**.
9. All sweeping machines shall be fitted with **GPS-based tracking systems**, capable of recording and transmitting real-time data on:

Routes covered,

Distance swept, and

Operating hours

The Contractor shall comply with all **monitoring and reporting requirements** specified in this RFP.

10. Sweepings collected shall be transported exclusively through the deployed tipper trucks and disposed of only at designated dump yards notified by the Authority.Daily acknowledgement from the designated dump yard, confirming the quantity of waste disposed, shall be mandatory and shall form part of the verification for payment.

11. The Contract is a pure service contract. This tender does not involve procurement or purchase of machines by the Authority. Ownership of all sweeping machines and tipper trucks shall remain with the Contractor throughout the contract period.

12. All costs required for complete and compliant service delivery—including manpower, supervision, fuel, lubricants, consumables, spares, tyres, maintenance, repairs, insurance, permits, GPS systems, cameras, monitoring infrastructure, transportation, dumping charges, and statutory compliances—shall be borne entirely by the Contractor and shall be deemed included in the quoted per-kilometer rate.

13. The equipment deployed shall be robust and capable of continuous operation on city roads for the prescribed operating hours, without loss of performance and without damage to critical components.

14. All moving and rotating parts of the equipment shall have adequate lubrication arrangements and safety guards, and the machines shall comply with the Motor Vehicles Act / Rules (as amended), transport registration requirements, and latest applicable emission norms.

15. The Contractor shall provide the proposed sweeping machines for mandatory Demonstration and Field Trial, as required during technical evaluation. Failure to present machines for field trial shall result in rejection of the bid.

16. The Contractor shall ensure that all machines remain in serviceable condition at all times. Any breakdown shall be rectified within the timelines prescribed in the Contract, failing which penalties shall apply. Provision of standby / replacement machines shall be the responsibility of the Contractor at no additional cost.

17. The Contractor shall deploy, at a **minimum,1 driver,1 cleaner, and 1 footpath cleaner for each Latest sweeping machine and eachtipper truck,** and for the operation of 5 sweeping machines shall additionally deploy

1 full-time Project Manager and 1 full-time Supervisor for overall coordination and day-to-day supervision.

18. Payment shall be made strictly on a per-kilometre basis, only for verified kilometres actually swept, supported by GPS logs, camera footage, field certification, and dump-yard acknowledgements, as per the Payment Clause of the SCC.No minimum guaranteed payment shall apply.

19. The bidder shall quote year-wise per-kilometre rates (₹_____/km)(**inclusive of all applicable** Taxes) for Year-1 to Year-7 in Annexure-C.Payment shall be made by applying the rate applicable to the respective contract year.The rates quoted for each year shall be firm and final for that year.

20. The Contract shall be for a total period of Seven (7) years, subject to annual inspection and performance review by the Authority. Continuation of the Contract beyond each year shall be conditional upon satisfactory performance, assessed against the Key Performance Indicators (KPIs) specified in the SCC.

21. **Key Performance Indicators (KPIs)** and the **Penalty Schedule** specified in the SCC shall be **binding** on the Contractor.Failure to meet KPIs or violation of operational requirements shall result in **payment deductions, penalties, or termination**, as applicable.

22. The bidder shall furnish the **Earnest Money Deposit (EMD)** in the manner and amount specified in the Tender Notice and KPPP portal.

23. The bidder shall provide **responsible contact details** (names, phone numbers, and email IDs) for contract management, operations, maintenance, and emergency breakdown response. The same should be displayed on the Latest sweeper machines as well.

24. Statutory deductions, including **applicable TDS**, shall be made from payments as per prevailing rules.

25. In case of dispute, the dispute resolution mechanism specified in the GCC and SCC shall apply.

26. Bids shall be submitted **only through the KPPP portal**, in the prescribed format. Any bid submitted in any other manner shall be **summarily rejected**.

SECTION VI - TECHNICAL SPECIFICATIONS

Sl. No.	Item / Parameter	Minimum Requirement
1	Type	LatestRoad Sweeping Machine – Vacuum based or Combination (Vacuum + Conveyor) type
2	Make/Model	Year 2025 orLatest
3	Engine Capacity (CC)	Minimum **4500 CC** (power to be drawn from main engine; no auxiliary engine)
4	Fuel Type	Diesel / CNG / Electric
5	Gross Vehicle Weight	Minimum **13,000 kg**
6	Engine Power	Minimum **150 HP and above**
7	Payload Capacity	Minimum **6,000 kg**
8	Vehicle Emission Compliance	**BS-VI / Euro-VI / applicable CEV norms**
9	Minimum Engine Torque	Minimum **500 Nm**
10	Steering	Power Operated
11	Turning Radius	Maximum **4,500 mm**
12	Transaction speed of hydrostatic drive	Minimum **40 kmph**
13	Sweeping Speed	Minimum **10 kmph**
14	Engine Aspiration	Turbo Charged
15	Fuel Tank Capacity	Minimum **100 litres**
16	No. of Brooms/Brushes	**3 and above**
17	Minimum Sweeping Width	Minimum **3,500 mm**
18	Effective Dust Collection Capacity	Minimum **5,000 litres / 5 Cum**
19	Dust Control System	Filter based system capable up to **PM2.5** / water recycling system / any better system
20	Water Tank Capacity	Minimum **800 litres and above**
21	Front Broom Length	Minimum **1,200 mm**
22	Front Broom Diameter	Minimum **900 mm & above**
23	Side Broom Diameter	Minimum **900 mm**
24	Hopper Dumping Height	Minimum **1,000 mm**
25	Noise (CPCB norms)	Maximum **85 dB**
26	Suction Pipe Length	Minimum **5 m and above**
27	Suction Pipe Diameter	Minimum **150 mm and above**
28	Cleaning Method	Vacuum or Combination of Conveyor and Vacuum Type

Sl. No.	Item / Parameter	Minimum Requirement
29	Blower Suction Pressure	Minimum **80 millibar**
30	Blower Suction Flow	Minimum **12,000 cu-m/hr**
31	Container Material	Stainless Steel / ABS cover outside
32	Driver Cabin	Ergonomically designed cabin with adjustable steering column, dashboard, armrest and Air Conditioning
33	Automatic Levelling System	Hydraulic front suspension with automatic levelling system
34	Monitoring System	LCD screen enabling parameter checks of electronic/hydraulic system; shall show water level and container dust level
35	Independent Brush Lifting	All brushes shall have facility of lifting independently
36	Camera	**360-degree view** camera system around sweeper
37	GPS	**AS140 compliant GPS system** shall be provided
38	High Pressure Water Pump	Provision for quick cleaning inside container, brush and suction system / street furniture

SECTION VIII: TENDER FORM

Date: .....

IFT No.: .....

To: **The Executive Engineer, TEC Division, Zone-1,BengaluruEast City Corporation, Bengaluru**

Sir/Madam,

Having examined the Tender Documents (including addenda, if any), we the undersigned offer to undertake **Hiring, Operation and Maintenance of Using Minimum 5 number of Latest Mechanical Road Sweeping Machines and Required number of tipper trucks on per-kilometre basis** for sweeping of approximately **200sweeping length of roads within BECC limits**, in accordance with the tender documents and the scope of work.

1. We confirm that we satisfy the **minimum eligibility criteria** as specified under **Section VII** and ITT Clause **7.1.1**, and we have submitted all required supporting documents under Cover–1.

27. We confirm that we shall deploy machines meeting **Section VI** minimum technical specifications and shall present the machine(s) for **Demonstration/Field Trial** as per ITT Clause **7.2**

28. We have furnished the Earnest Money Deposit of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balanceRs.35,00,000/- by e-Bank Guarantee/ Bank Guarantee /FDR issued by Nationalized/ Scheduled Bank

29. We accept the **per-kilometre payment mechanism** and agree that payments shall be made only for **verified kilometres swept** (GPS + camera + field certification).

30. We confirm that the **Financial Bid**is **submitted** separately and includes:

31. The bidder shall quote year-wise per-kilometre rates (inclusive of all applicable Taxes) for Year-1 to Year-7 in Annexure-C .Payment shall be made by applying the rate applicable to the respective contract year.**,** subject to satisfactory performance**.**, and

32. If awarded the contract, we shall furnish **Performance Security** as per ITT Clause **32** and GCC Clause **6**, and sign the Contract as per ITT Clause **31**.

33. We agree to keep this tender valid for **180 days** from the deadline for submission.

We understand that the Authority is not bound to accept the lowest or any tender received.

Bidder Name: .....

Authorized Signatory: .....

Signature & Seal: .....

Address: .....

Contact (Phone/Email): .....

SECTION IX: BANK GUARANTEE FORM

Whereas .....[1] (hereinafter called "the Tenderer") has submitted its tender dated ..... (date of submission of tender) for the delivery of ..... (name and/or description of the services) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE .....(name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto ..... (Name of Authority) (hereinafter called "the Authority") in the sum of ..... for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 20.....

THE CONDITIONS of this obligation are:

1. If the Tenderer

   a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or

   b) does not accept the correction of errors in accordance with the ITT; or

34. If the Tenderer, having been notified of the acceptance of its tender by the Authority during the period of tender validity:

   a) fails or refuses to execute the Contract Form if required; or

   b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT is made on the …… day of …… 2026 between Bengaluru East City Corporation, Bengaluru, Karnataka, India (hereinafter called "the Authority") of the one part and …… (Name of Contractor), having its registered office at …… (hereinafter called "the Contractor") of the other part.

WHEREAS

The Authority is desirous of engaging a private operator for Hiring, Operation and Maintenance of Using Minimum 5 number of Latest Mechanical Road Sweeping Machines on per-kilometre basis for sweeping of identified roads within the jurisdiction of Bengaluru East City Corporation;

AND WHEREAS the Contractor has submitted a Tender in response to the Request for Proposal and the same has been accepted by the Authority for a per-km Contract Price of ₹…… (Rupees …… only), representing the per-km amount for the entire contract tenure of 7 years (escalated by 5% every year, depending on performance), as per the terms and conditions of the tender documents (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

Words and expressions used in this Agreement shall have the same meanings as assigned to them in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

2. CONTRACT DOCUMENTS

The following documents shall be deemed to form and be read and construed as part of this Agreement:

a) Invitation for Tender (IFT) and Instructions to Tenderers (ITT)

b) The Contractor's Tender

c) Schedule of Requirements (Section V)

d) Technical Specifications (Section VI)

e) General Conditions of Contract (Section III)

f) Special Conditions of Contract (Section IV)

g) Notification of Award issued by the Authority

h) Performance Security furnished by the Contractor

i) Corrigenda/Addenda issued through KPPP portal, if any

3. SCOPE OF CONTRACT

In consideration of the payments to be made by the Authority in accordance with this Contract, the Contractor hereby covenants to provide **Hiring, Operation and Maintenance services**, including all associated obligations, for the following:

a) Deployment, operation and maintenance of **Using Minimum 5 number of Latest Mechanical Road Sweeping Machines**, fully conforming to the **Minimum Technical Specifications** prescribed under this RFP's Section VI;

b) Deployment and operation of **Required number of tipper trucks**, each having a **minimum carrying capacity of 14 cubic metres**, for transportation and disposal of sweepings;

c) Mechanised sweeping of approximately **200kilometers roads** within the jurisdiction of **Bengaluru East City Corporation**, as per routes and schedules issued by the Authority from time to time;

d) Achievement of a **minimum productivity of 40 kilometres per machine per day**, sweeping **both sides of the road**, for approximately **320 working days per year**, subject to verification mechanisms specified under this Contract;

e) Provision of **complete operation and maintenance services**, including but not limited to manpower, supervision, fuel, lubricants, consumables, spare parts, tyres, repairs, insurance, permits, statutory compliances, GPS systems, cameras, monitoring and reporting systems, waste transportation, and disposal at designated dump yards;

f) Compliance with all operational, monitoring, performance, and reporting requirements, strictly in accordance with the provisions of this Contract, including the **Key Performance Indicators (KPIs)** and **Penalty Schedule** specified in the Special Conditions of Contract (SCC).

4. CONTRACT PRICE AND PAYMENT

4.1 Per-Kilometre Rate

The Contract Price shall be based on a **per-kilometrerate(₹_____/km), inclusive of all Taxes**, as quoted by the Contractor in the Financial Bid and accepted by the Authority.

The quoted per-kilometre rate shall be **inclusive of all costs and obligations** required for full performance of the Contract and shall not be subject to any variation except as expressly provided herein.

4.2 Basis of Payment

Payment under this Contract is **not guaranteed** and shall be made **strictly on the basis of kilometres actually swept byLatest sweeping machines. The measurement for payment shall be limited strictly to**

verified kilometres swept by the Latest sweeping machines. Movement or distance travelled by tipper trucks shall have no bearing on payment. The kilometers swept by Latest sweeping machine will be verified through:

- GPS data and route logs,
- Camera footage and system reports,
- Field certification by authorised officers, and
- Dump-yard acknowledgements confirming disposal of sweepings.

Payments shall be subject to compliance with **KPIs**, and deductions shall be made in accordance with the **Penalty Schedule** specified in the SCC.

4.3 No Payment for Non-Performance

No payment shall be admissible for:

- Idle or non-deployed machines,
- Shortfall in minimum daily or annual sweeping requirements,
- Non-compliance with operational hours, dumping protocols, or monitoring requirements, or
- Any period during which services are not rendered in accordance with this Contract.

4.4 Escalation

The applicable per-kilometre rate for each contract year shall be the rate quoted for that respective year in Annexure-C. The rate quoted for each contract year shall be firm, fixed and final for that year, and no escalation, price adjustment, indexation, revision or variation of any kind shall be permitted under any circumstances, subject to continuation of the Contract based on satisfactory annual performance review.

5. CONTRACT PERIOD

The Contract shall be valid for a **maximum period of 7 years** from the date of commencement.

The Contract shall be **reviewed annually**, and continuation beyond each contract year shall be **conditional upon satisfactory performance**, as assessed through inspections, KPIs, and compliance with the terms of this Contract.

The Authority shall have the right to:

Inspect performance at any time; and

Discontinue or terminate the Contract at the end of any contract year in the event of unsatisfactory performance, in accordance with the provisions of this Contract.

1. PERFORMANCE SECURITY

The Contractor shall furnish and maintain Performance Security in accordance with ITT Clause 32 and GCC Clause 6, as a condition precedent for execution and continuation of this Contract.

2. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of India. Dispute resolution, termination, force majeure and other contractual provisions shall be as per GCC and SCC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

For and on behalf of the Authority

Bengaluru East City Corporation

Name: _____

Designation: _____

Signature: _____

Seal: _____

SECTION XI. PERFORMANCE SECURITY FORM

To: .....(Name of Authority)

WHEREAS ..... (Name of Contractor)

hereinafter called "the Contractor" has undertaken, in pursuance of Contract No..... dated,..... 2026 to deliver..... (Description of Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20__

.....

Signature and Seal of Guarantors

Date: 2026

Address: _____

_____

_____

ANNEXURE A: FOR MINIMUM ELIGIBILITY CRITERIA

ANNEXURE A–1: EXPERIENCE IN MECHANISED ROAD SWEEPING / SANITATION SERVICES

(To be submitted as part of Eligibility Criteria)

A. Details of Relevant Experience

The bidder shall provide details of experience in **mechanised road sweeping / mechanised sanitation / similar urban infrastructure services** executed for **Government Departments / Urban Local Bodies (ULBs) / PSUs / Statutory Authorities** during the **last 5 financial years**.

Sl. No.	Name of Client (Govt / ULB / PSU)	Nature of Work	Contract Period (From–To)	No. of Using Latest Sweepers Operated	Status (Completed / Ongoing)
1					
2					
3					

B. Declaration on Minimum Experience and Machine Operation

We hereby declare that:

1. We have a **minimum of three (3) years' experience** during the last five 5 financial years in operation of mechanised road sweeping / mechanised sanitation, executed for Government Departments, Urban Local Bodies (ULBs), PSUs, or Statutory Authorities.
2. We have **operated at least five (5) latest mechanical road sweeping machines** (or similar mechanised sweeping equipment) under one or more contracts, as detailed above.

C. Supporting Documents to be Enclosed

The following documents shall be enclosed in support of the above details:

- Copy of **Work Orders / Contracts**
- **Completion Certificates / Performance Certificates** issued by the respective client(s)

Authorized Signatory:

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder: _____

Date: _____

ANNEXURE A–2: FINANCIAL CAPACITY – TURNOVER & NET WORTH

(To be submitted as part of Eligibility Criteria)

A. Statement of Relevant Turnover

Financial Year	Turnover from Relevant Services (₹ Crores)
FY _____	
FY _____	
FY _____	

We hereby certify that we have achieved a **minimum average annual turnover of ₹29.00Crores in any two (2) of the above three (3) financial years**.

B. Net Worth Declaration

We hereby declare that our **Net Worth as on the end of the immediately preceding financial year** (i.e., as on _____) is **₹ _____ Crores**, which meets the minimum requirement of **₹5.10Crores** prescribed in the RFP.

C. Chartered Accountant's Certification

The above information shall be supported by:

1. **Audited Financial Statements** (Balance Sheet, Profit & Loss Account) for the last three (3) financial years; and
2. A **Net Worth Certificate** issued by a **Chartered Accountant**, certifying the net worth figure as declared above.

Certificate by Chartered Accountant

I/We hereby certify that the turnover figures and net worth declared above have been verified from the audited books of accounts of the bidder and are true and correct to the best of my/our knowledge and belief.

Name of CA: _____

Membership No.: _____

Firm Name & Address: _____

Signature & Seal: _____

Date: _____

D. Declaration by the Bidder

We certify that the financial information furnished above is true and correct. We understand that submission of incorrect or misleading financial information shall result in rejection of our bid and may attract further action as per applicable rules.

Authorized Signatory:

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder: _____

Date: _____

ANNEXURE A–3: LEGAL, STATUTORY AND CONFLICT OF INTEREST COMPLIANCE

(To be submitted as part of Minimum Eligibility Criteria by all bidders)

Declaration

We, the undersigned, hereby declare and confirm that:

1. **Legal Registration**

   We are a legally registered entity in India and are authorised to carry out the scope of work envisaged under this RFP.

2. **Non-Blacklisting**

   We have **not been blacklisted, debarred, or otherwise prohibited** by any Government of India, Government of Karnataka, Urban Local Body (ULB), Public Sector Undertaking (PSU), or Statutory Authority during the **last five (5) years** preceding the date of submission of this bid.

3. **Conflict of Interest**

   We are **not associated, nor have we been associated in the past**, directly or indirectly, with any firm or its affiliates that have been engaged by the **Bengaluru East City Corporation** for preparation of the **design, specifications, or bidding documents** for this tender, so as to avoid any conflict of interest.

4. **Compliance with Laws**

   We comply with all applicable laws, rules, and regulations relevant to the execution of this Contract.

We understand that if any of the above declarations are found to be **false or misleading at any stage**, our bid shall be rejected and/or the Contract shall be terminated, without prejudice to any other action available to the Authority.

Authorized Signatory:
Name: _____
Designation: _____
Signature: _____
Seal of the Bidder: _____
Date: _____

ANNEXURE A-4:JOINTBIDDINGAGREEMENT

(TobeexecutedonStamppaperofappropriatevalue)

THISJOINTBIDDINGAGREEMENTisenteredintoonthisthe…… dayof……,20…

AMONGST

1. { Limited, a company incorporateundertheCompaniesAct,1956}and havingits registered office at …… (hereinafter referred to as the "**First Part"** whichexpression shall, unless repugnant to the context include its successors and permitted assigns }

AND

2. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns }

   Theabove-mentioned partiesoftheFIRST AND SECONDPART are collectively referred to as the "**Parties"** and each is individually referred to as a **"Party"**

[$]ThenumberofPartieswillbeshownhere,asapplicable,subjecthowevertoamaximumof2 (two).

WHEREAS

Bengaluru East City Corporation, represented by Commissioner, Bengaluru East City Corporation and having its principal offices XX (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposal (the Proposal") by its Request for Proposal No. …… dated (the "RFP") for qualification and selection of bidders for "Hiring, Operation and Maintenance of

Latest Mechanical Road Sweeping Machines on Per-Kilometre Basis" (the "Project").

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOWITISHEREBYAGREEDasfollows:

1. DEFINITIONSANDINTERPRETATIONS

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. CONSORTIUM

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

Maximum bidders in any consortium:

-The bidder shall either participate individually or as a consortium partner.

-A bidder/ consortium partner shall not become a member of more than one consortium.

3. COVENANTS

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. ROLEOFTHEPARTIES

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the _____ Member of the Consortium;}

5. JOINTANDSEVERALLIABILITY

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the

terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. SHAREHOLDINGINTHESPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

The Parties undertake that a minimum of 26% (twenty six per cent) by lead bidder of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the tenth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 11% (eleven per cent) of the Total Project Cost.

Bidder shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of this Agreement and that the exiting Promoter/Consortium Members together with their Associates hold not less than 51% (fifty-one percent) of its paid-up and subscribed equity share capital of the Concessionaire as on the date of this Agreement; that the respective holding of each Consortium Member conforms to the representation made by the Consortium Members and accepted by Bengaluru East City Corporation as part of the Bid and that no Consortium Member shall hold less than 5% (five percent) and the Lead Member shall not hold less than 26% (twenty six percent) of the paid-up and subscribed equity shareholding of the Concessionaire until the second anniversary of the COD. It is hereby clarified that this clause shall not apply to the O&M Contractors, designers and investors (other than the Promoter))

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. REPRESENTATIONOFTHEPARTIES

EachPartyrepresentstotheother PartiesasofthedateofthisAgreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

require any consent or approval not already obtained;
violate any Applicable Law presently in effect and having applicability to it;
violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
createorimposeanyliens,mortgages,pledges,claims,securityinterests,charge sorEncumbrancesorobligationstocreatealien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) thereisnolitigationpendingor, to thebestofsuchParty'sknowledge, threatened to which it or any of its Affiliates is a party that presently affects orwhich would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. TERMINATION

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. MISCELLANEOUS

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER by:	SECOND PART by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of

In the presence of:

1.

2.

Notes:

3. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

4. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

5. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE B–1: RELEVANT EXPERIENCE IN MECHANISED ROAD SWEEPING

A. Details of Relevant Experience (Last 7 years)

The bidder shall furnish details of experience in **operation and maintenance of Using minimum 5 number of Latest mechanical road sweeping machines or similar mechanised sweeping equipment** executed for **Government / ULB / PSU / Statutory Authorities**.

Sl. No.	Name of Client	Nature of Work	Contract Period (From–To)	No. and type of Sweepers Operated	Status (Completed / Ongoing)
1					
2					
3					

B. Summary for Scoring

Total number of Latest sweeping machines operated under the above assignments: _____

C. Supporting Documents to be Enclosed

- Copies of Work Orders / Contracts
- Completion Certificates / Performance Certificates

Authorized **Signatory:**

Name, Signature, Seal, Date

ANNEXURE B–2: UNDERTAKING FOR FIELD TRIAL / DEMONSTRATION

UNDERTAKING

To
The Commissioner
Bengaluru BECC City Corporation (BECC)
Bengaluru

Subject: Undertaking for participation in mandatory field trial of Latest mechanical road sweeping machines

Sir / Madam,

We, **M/s _____**, having our registered office at _____, hereby submit this undertaking in connection with our bid for **Hiring, Operation and Maintenance of Using Minimum 5 number of Latest Mechanical Road Sweeping Machines and Required number of Tipper Trucks**.

We hereby **unconditionally undertake and confirm** as follows:

1. That we are willing and agree to **deploy the proposed Using Latestmechanical road sweeping machines for a mandatory field trial of 5 days**, as required under the RFP, on **roads and routes identified by the Authority**, at our **own cost and risk**, without any financial liability to the Authority.
2. That the **machines offered for the field trial shall be of the same make, model, and technical configuration** as those proposed for deployment under the Contract, and shall fully comply with the **minimum technical specifications prescribed in Section VI** of the RFP.
3. That we understand and accept that:
    - Performance during the field trial shall form an integral part of the **Technical Evaluation**; and
    - Failure to deploy the machines for field trial, or deployment of machines not matching the proposed make and model, shall render our bid **liable for rejection**.
4. That we shall comply with all instructions issued by the Authority during the field trial, including those relating to safety, traffic management, monitoring, and reporting.

We further declare that the above undertaking is true and correct and binding on us.

Thanking you,

Yours faithfully,

For M/s _____

Authorized Signatory:
Name: _____
Designation: _____
Signature: _____
Seal of the Bidder: _____
Date: _____
Place: _____

ANNEXURE B–3: TEAM COMPOSITION & MANPOWER DEPLOYMENT

A. Project Manager Details

Name	Qualification	Years of Relevant Experience	Similar Projects Handled

Experience shall be counted only for **mechanised sweeping / sanitation / similar urban service contracts**.

B. Supervisory Staff Details

Sl. No.	Name	Role	Years of Relevant Experience
1			

D. Declaration

We confirm that the above personnel shall be deployed for execution of this Contract and that all information furnished is true and correct.

Authorized Signatory:

Name, Signature, Seal, Date

ANNEXURE B–4: APPROACH, METHODOLOGY & O&M PLAN

The bidder shall submit a **concise written note** covering the following aspects.

A. Daily Operations Plan

- Route planning and allocation of machines
- Both-side sweeping methodology
- Shift planning and daily deployment control

B. Maintenance & Breakdown Management Plan

- Preventive maintenance schedule
- Breakdown response timelines
- Standby / replacement strategy

C. Monitoring, Reporting & Verification Mechanism

- GPS-based tracking of routes, distance, and time
- Daily reporting format and verification workflow
- Integration with Authority’s inspection mechanism

D. Waste Handling & Disposal Compliance Plan

- Weighing of collected waste
- Transportation using tipper trucks
- Dump yard acknowledgement and record-keeping

Declaration

We confirm that the methodology and O&M plan submitted above shall be strictly followed during execution of the Contract.

Authorized **Signatory:**

Name, Signature, Seal, Date

ANNEXURE C – FINANCIAL BID FORMAT

(To be submitted separately only by bidders qualifying the Technical Evaluation)

FINANCIAL BID

A. Quoted Rate

The bidder shall quote a **year-wise per-kilometre rates** (inclusive of all applicable Taxes) forYear -1 to Year-7 for execution of the complete scope of work as specified in the RFP.

Sl. No.	Contract Year	Sweeping Length per day (km)	Quoted Rate per km (₹) (inclusive of all applicable Taxes)	Estimated Annual Amount (₹)
1	Year – 1	200		
2	Year – 2	200		
3	Year – 3	200		
4	Year – 4	200		
5	Year – 5	200		
6	Year – 6	200		
7	Year – 7	200		
	Total (7 Years)			

B. Scope Covered by the Quoted Rate

The quoted **per-kilometre rate shall be inclusive of all costs**, obligations, and risks associated with execution of the Contract, including but not limited to:

- Bidders shall quote **year-wise per-kilometre (km) rates** for all 7 years.
- The bidder shall quote the rate for each year separately and the rate for each year shall not be less than the rate quoted for previous year.
- Hiring, operation, and maintenance of **Using Latestmechanical road sweeping machines**;
- Deployment and operation of **Required numberof tipper trucks** (minimum 14 m^3 capacity each);
- Manpower, supervision, operators, drivers, cleaners, footpath cleaners and other ground staff;
- Fuel, lubricants, consumables, spares, tyres, and repairs;
- Preventive and corrective maintenance;

- GPS systems, cameras, monitoring and reporting infrastructure;
- Transportation, weighing, and disposal of sweepings at designated dump yards;
- Compliance with KPIs, penalties, statutory requirements, and all provisions of the RFP and Contract;
- Any other incidental or ancillary costs required for complete and compliant service delivery.

No separate payment or claim shall be admissible on any account whatsoever.

C. Escalation

- The applicable per-kilometre rate for each contract year shall be the rate quoted for that respective year as per Annexure-C.
- The rate quoted for each contract year shall be firm, fixed and final for that year, and no escalation, price adjustment, indexation, revision or variation of any kind shall be permitted under any circumstances.

D. Basis of Payment

- Payment shall be made **strictly on the basis of verified kilometres actually swept**, as determined through GPS logs, camera footage, field inspection, and dump-yard acknowledgements.
- Payment shall be subject to achievement of **Key Performance Indicators (KPIs)** and deductions as per the **Penalty Schedule** specified in the SCC.

E. Declaration

We hereby confirm that:

- The above quoted rate is inclusive of all applicable Taxes.
- We have fully understood the scope, KPIs, penalties, escalation mechanism, and payment terms;
- We agree that the Contract shall be awarded on L1 basis, i.e., based ontotal Estimated Amount for the entire 7-year contract period, as derived from the year-wise per-kilometre rates quoted above. among technically qualified bidders.

AuthorizedSignatory:

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder: _____

Date: _____